

MORRIS LAW GROUP
 Robert McCoy, Bar No. 9121
 Email: rrm@morrislawgroup.com
 Rex D. Garner, Bar No. 9401
 Email: rdg@morrislawgroup.com
 900 Bank of America Plaza
 300 South Fourth Street
 Las Vegas, Nevada 89101
 Telephone: (702) 474-9400
 Facsimile: (702) 474-9422

Attorneys for Federal Deposit
 Insurance Corporation, as Receiver
 for Community Bank of Nevada

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

JEFFREY B. GUINN, individually	)	Case No. 2:09-cv-01809-JAD-CWH
and as Trustee of the DEL MAR)	
TRUST, et al.)	
Plaintiff/Counterdefendant,	)	STIPULATION TO ENTER
	)	JUDGMENT AGAINST
vs.	)	CORONADO CANYONS, LLC,
	)	SEAN CORRIGAN, LISA
	)	CORRIGAN, THE S&L
FEDERAL DEPOSIT INSURANCE	)	CORRIGAN FAMILY TRUST,
CORPORATION, AS RECEIVER	)	KENT BARRY, MARY
FOR COMMUNITY BANK OF	)	SUNSHINE BARRY, THE
NEVADA; DO INDIVIDUALS I-XX,	)	BARRY FAMILY TRUST, AND
Defendant/Counterclaimant.	)	PACIFIC SUNSET
	)	DEVELOPMENT, LLC

Counterdefendants Sean Corrigan and Lisa Corrigan,
 individually and as Trustees of the S&L Corrigan Family Trust, and
 Coronado Canyons, LLC (the "Corrigan Defendants"); Counterdefendants
 Kent Barry and Mary Sunshine Barry, individually and as Trustees of the
 Barry Family Trust, and Pacific Sunset Development, LLC (the "Barry
 Defendants" and together with the Corrigan Defendants, referred to as the
 "Remaining Defendants") and Counterclaimant the Federal Deposit

1 Insurance Corporation, as Receiver for Community Bank of Nevada
2 ("FDIC-R") stipulate as follows:

3 1. On October 26, 2012, the FDIC-R filed its First Amended
4 Answer to the Third Amended Complaint and Counterclaims and First
5 Amended Third-Party Complaint (# 85) (the "Counterclaims").

6 2. In its Counterclaims, the FDIC-R re-asserted three claims
7 against the Remaining Defendants relating to the Coronado Canyons loan
8 and the associated guaranty agreements. Specifically, the FDIC-R re-
9 asserted a breach of contract claim, a breach of the implied covenant of
10 good faith and fair dealing claim, and an application for a deficiency
11 judgment—all of which were based on agreements signed by the
12 Remaining Defendants (the "Coronado Canyons Claims").

13 3. On September 12, 2014, the Corrigan Defendants filed a
14 Federal Rule of Civil Procedure 12(b)(6) Motion to Dismiss seeking to
15 dismiss the Coronado Canyons Claims (#312). The Corrigan Defendants
16 primarily argued that the FDIC-R's Coronado Canyons Claims were
17 untimely under NRS 40.455 because the FDIC-R's application for a
18 deficiency judgment was initially asserted over six months after the
19 trustee's non-judicial foreclosure sale of the collateral securing the
20 Coronado Canyons loan (the "Corrigan Defendants' Motion to Dismiss").

21 4. Following briefing by the relevant parties, on January 12,
22 2015, this Court denied the Corrigan Defendants' Motion to Dismiss,
23 finding that NRS 40.455 is expressly preempted by the extender statute in
24 11 U.S.C. Section 1821(d)(14), which provides the FDIC-R with a six-year
25 period to sue on a contract claim once the claim accrues (#319).

26 5. The Remaining Defendants have agreed to stipulate to a
27 judgment against them and in favor of the FDIC-R on the Coronado
28 Canyons Claims in order to facilitate an appeal of this Court's Order

denying the Corrigan Defendants' Motion to Dismiss. The Corrigan Defendants expressly reserve their rights to appeal this Court's Order denying the Corrigan Defendants' Motion to Dismiss following entry of judgment in this matter against them. The parties stipulate that no other issue shall be appealed.

6. The Remaining Defendants and the FDIC-R agree to a stipulated judgment against the Remaining Defendants, jointly and severally, in favor of the FDIC, on the Coronado Canyons Claims in the total sum of \$22,506,377.00, which is inclusive of interest, attorneys' fees and costs, and all other sums sought to be recovered by the FDIC-R on account of its Coronado Canyons Claims. The Remaining Defendants and the FDIC-R agree to bear their own attorneys' fees and costs.

7. This stipulated judgment will result in the resolution of any and all remaining claims between the FDIC-R and the Remaining Defendants in this lawsuit.

8. Proposed Judgments are attached as Exhibits 1 through 8 to this Stipulation.

BAILEY KENNEDY

MORRIS LAW GROUP

By /s/ Joseph A. Liebman
 John Bailey, No. 137
 Dennis L. Kennedy, No. 1462
 Joseph A. Liebman, No. 10125
 8984 Spanish Ridge Avenue
 Las Vegas, NV 89148

By /s/ Robert McCoy
 Robert McCoy, No. 9121
 Rex D. Garner, Bar No. 9401
 900 Bank of America Plaza
 300 South Fourth Street
 Las Vegas, Nevada 89101

Attorneys for Coronado Canyons,
 LLC, Sean P. Corrigan, Lisa D.
 Corrigan, and the S&L Corrigan
 Family Trust

Attorneys for Federal Deposit
 Insurance Corporation, as Receiver
 for Community Bank of Nevada

KENT BARRY

MARY BARRY

By /s/ Kent BarryBy /s/ Mary Barry

Kent Barry
 1911 Newport Bay Drive
 Las Vegas, Nevada 89117

Mary Barry
 1911 Newport Bay Drive
 Las Vegas, Nevada 89117

Individually, as Trustee of the Barry
 Family Trust, and as Manager of
 Pacific Sunset Development, LLC

Individually and as Trustee of the
 Barry Family Trust

JUDGMENT

Based on the foregoing, and good cause appearing, *and no reason*
for delay, IT IS ORDERED, ADJUDGED, AND DECREED that the FDIC-
 R is awarded a judgment on the Coronado Canyons Claims and shall
 recover from the Remaining Defendants, jointly and severally, the sum of
 \$22,506,377.00, which is inclusive of interest, attorneys' fees and costs and
 all other sums sought to be recovered by the FDIC-R on account of its
 Coronado Canyons Claims. Each party is to bear its own attorneys' fees
 and costs.

IT IS SO ORDERED.


 UNITED STATES DISTRICT JUDGE

 DATED: July 7, 2015